

Altoona

Teamsters #238 (Police)

7/1/2005 6/30/2007

AGREEMENT

Between

CITY OF ALTOONA POLICE DEPARTMENT

And

TEAMSTERS LOCAL UNION NO. 238

July 1, 2005

To

June 30, 2007

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ALTOONA POLICE DEPARTMENT UNION AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2005, by and between the CITY OF ALTOONA, IOWA, hereinafter referred to as the "Employer", and TEAMSTERS LOCAL UNION 238, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, Chapter 20 of the Iowa Code.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time hourly paid employees of the Altoona Police Department, including all employees of the Altoona Police Department, as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 1752, dated October 10, 1980, which excludes Lieutenant, Sergeant, Chief of Police, confidential secretary, and all others excluded by Section 4 of the Act.

ARTICLE 2 SEPERABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event any Article is found unenforceable or contrary to applicable law, the parties shall meet to negotiate a replacement Article.

ARTICLE 3 EMPLOYER RIGHTS

Except as expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by law, the exclusive power, duty, and right, including but not limited to: plan, direct, and control the work of its employee; discipline, suspend, or discharge employees; to develop and enforce rules for employee discipline; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; make inspections, relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, means, assignments, and personnel by which operations are to be conducted; to establish production standards; to establish, change, and enforce work schedules; to abolish, create, or change jobs and their duties; to determine the number and times of shifts; and to manage the operation in the traditional manner, is vested exclusively with the Employer. It is agreed that the enumeration above shall not be deemed to exclude other areas not specifically enumerated, provided that the exercise of such areas shall not be in conflict with any provision of this Agreement.

The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement, all of the rights, powers, authority and prerogatives that the Employer had prior to this Agreement are retained by and reserved to the Employer and shall remain within its exclusive control. The rights set out above and included within

this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 4 NO STRIKE-NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as ordered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 6 GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly expeditious resolution of grievances is desirable. Any matter of dispute that may arise between the Employer and an employee regarding the violation of an expressed provision of this Agreement shall be handled in accordance with the following procedure:

Step 1: Informal An employee shall discuss a complaint or problem orally with his/her supervisor within two (2) work days following its occurrence in an effort to resolve the problem in an informal manner.

Step 2: within two (2) days after the decision in Step 1, or if no decision has been made within one (1) day of the informal conference, the employee shall then present the written grievance to his/her department director. Such department director shall respond in writing within five (5) working days.

Step 3: within one (1) working day after the decision in Step 2, or if no timely decision has been made, the employee shall then present the written grievance to the Mayor, who shall respond within ten (10) working days.

Step 4: If not resolved, the grievance may be submitted to arbitration within five (5) working days after the decision in Step 3, or if no decision has been made, said grievance may be submitted

to arbitration by submitting written notice to the Mayor. Such notice shall specify the section(s) of the Agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request the Federal Mediation and Conciliation Service to submit to the parties a list of five (5) arbitrators, from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list, with the moving party striking first.

An employee has the right to Union representation at any step of the grievance process if he or she so desires. All grievances must be taken up promptly and awards and settlements whereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 2 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 2 is not timely answered by the Employer, it may automatically be referred to Step 3.

The fees and expenses of the arbitrator shall be shared by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have not power to change, alter, ignore, nullify, detract from or add to the provision of the Agreement. The arbitrator's decision shall be final and binding on the parties.

All grievances and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and the Employer.

If the Employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE 7 SENIORITY

Seniority means an employee's length of continuous service with the employer since their last date of hire. Seniority shall be administered on a job classification basis.

All new employees and promotional appointments shall serve a probationary period of twelve (12) months. They may be terminated for any reason during the probationary period without recourse to the grievance procedure. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be determined from their date of hire.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- a) Employee quits.
- b) Employee is discharged.
- c) Engaging in other work while on leave of absence or giving false reason for a leave.
- d) Falsification of employment application.
- e) An employee absent from work one (1) day without notice to Employer.
- f) Failure to report for work at the end of leave of absence.

- g) Failure to report to work within five (5) days after being notified to return to work following layoff, when notice of recall is sent by certified mail to employee's last known address, according to Employer records.
- h) An employee is laid off for twelve (12) months of the length of the employee's seniority, whichever is shorter.
- i) Employee retires.

It is the employees' responsibility to keep the Employer informed of their current address and phone number.

ARTICLE 6 PROMOTIONAL PROCEDURES

When filling a permanent promotional vacancy, the Employer shall consider the employee's qualifications, ability, aptitude and work record. However, when these factors are reasonably equal between two (2) or more employees, then seniority shall prevail. Employees will be on promotional probation for not less than six months and not more than 12 months.

A permanent employee who vacated his/her position to accept probationary appointment to a class in a higher level and who is rejected during the probationary period, shall be reinstated in his/her former position and rate of pay.

ARTICLE 9 LAYOFF AND RECALL

In the event the work force is to be reduced, the Employer agrees to provide affected employees as much advance notice as is administratively practical. The employee with the least seniority in the job classification affected shall be the first laid off. The employee(s) removed can then replace any employee who has less seniority in any other job classification for which he/she is able to do the work available. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being laid off shall be notified five (5) days in advance by notice in writing sent by certified mail, return receipt requested to the last address shown on the employee's record.

ARTICLE 10 LEAVES OF ABSENCE

Employees shall be eligible for leaves of absence after completing ninety (90) days of their probationary period.

Sick Leave A regular full time employee who has completed ninety (90) days of their probationary period will be credited with three (3) days of paid sick leave. Thereafter, sick leave will be earned at the rate of one (1) day or eight (8) hours per month up to a maximum of 720 hours, except that those employees who have a balance of more than 720 hours as of July 1, 1995 shall not be affected by the maximum.

Sick leave shall be granted in minimum of one (1) hour increments.

Sick leave will be paid only when the employee is unable to work due to a personal illness or injury.

A medical doctor's written verification of illness or injury may be required by the Employer for substantiation of an illness or injury.

Sick leave may be used in hourly increments for doctor or dental visits.

In the event an employee is caused to miss work due to the actions of a third party and the employee uses accrued leave, the employee shall provide written consent to the City to seek recovery from such third party. Upon recovery of the money paid in leave benefits the City shall be reimbursed for all costs associated with the paid leave and the employee shall be re-credited with the used leave time.

Each July, upon request, an employee shall receive a written accounting of their accumulated sick leave and the number of days used the past fiscal year.

An employee may convert sick leave to vacation time at a rate of three (3) hours sick leave to one (1) hour vacation. Only those employees with 240 hours accumulated sick leave can participate. The employee must maintain a minimum of 240 hours sick leave to participate in this program.

Upon retirement or termination or employment after twenty (20) or more years of service, an employee may convert accumulated sick leave to vacation at a rate of 2:1.

In lieu of above, the employee may choose to convert the unused sick leave balance into a bank for the purpose of purchasing health insurance coverage after retirement. The City shall continue to pay health insurance premiums until the converted value of the sick leave banks is exhausted or until the employee is eligible to receive Medicare benefits or until deceased, whichever comes first. The converted value of the sick leave bank, at the rate of 2:1, can only be applied to the health insurance premiums, it has no cash value, it is not transferable, may not be included in part of an employee's estate, nor can it be converted back to a vacation conversion.

Family Death

Regular full-time employees are eligible to receive the following leave(s) of absence with pay for their attendance at the funeral and other related functions:

Four (4) days in the event of the death of a spouse, child, parent or parent-in-law.

Three (3) days in the event of the death of a grandparent, grandchild, sibling, or corresponding in-laws.

Step and Foster children are included in the above.

Military Leave

A full time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa. The Employer will pay the difference between the military pay and what the employee would have received if working.

The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

Jury Duty/Legal Leave

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit cancellation of service and assign all fees to the Employer. When released from duty during working hours, the employee will report to work immediately.

Personal Leave

Regular permanent employees may, upon written request, be granted an unpaid leave of absence. Such unpaid leaves may be granted at the discretion of the Mayor for a period of up to thirty (30) days; leaves of thirty-one (31) days and up to one (1) year may be granted at the sole discretion of the City Council.

The employee shall return from such leave on the agreed-on date and be reinstated in the former or similar position, if available, in accordance with personal qualifications and abilities. Failure of an employee to return on the agreed-upon date shall be considered a voluntary resignation.

An employee on unpaid leave of absence shall not be eligible to accrue benefits such as holiday pay, retirement credit, vacation or sick leave credits during the period of the leave. An employee shall not accumulate seniority during an unpaid leave of absence.

In the event an employee is on the active payroll for a major portion of any month, the City shall continue its normal participation for insurance premiums for the entire month. However, if the employee is on an unpaid leave for the major portion of a month, that employee shall be responsible for paying the full monthly premium, provided the employee is otherwise eligible for such insurance coverage.

ARTICLE 11

DUES CHECKOFF AND IDEMNIFICATION

Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at any time, in accordance with state law, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 12

HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. However, prior to implementing any change or regular shift schedules the Chief shall meet with appropriate Union representatives and receive their input prior to making a final decision.

During an employee's normal shift, the Employer will grant thirty (30) minutes paid time for lunch and two fifteen (15) minute paid rest periods. The time for the lunch and rest periods will be made by the Employer.

Overtime

Overtime shall be paid for at the rate of time and one-half (1 ½) the employee's straight time hourly rate for hours actually worked in excess of the employee's regular shift and hours, for example:

- (a) over eight hours per day or eighty (80) hours in a fourteen (14) day period for employees working 5 eight hour days per week.
- (b) over ten hours per day or eighty (80) hours in a fourteen (14) day period for employees working 4 ten hours days per week.
- (c) over 8.5 hours per day or over 51 hours in a 9 day period for employees working a 6 on and 3 off schedule.

Time worked shall include pre-approved compensated leave, i.e. Vacation, Holiday, etc. However, sick leave shall not be counted in computing hours worked for the purpose of overtime calculations. Overtime shall be compensated either in cash or compensatory time at the discretion of the Police Chief. Overtime shall not be paid more than once for the same hours worked.

Call Time

Call time is intended to compensate an employee for making a special trip to work. To qualify for call-in compensation, the employee's call-in time worked cannot be contiguous either before or after his or her regular shift. Employees will be guaranteed a minimum of two (2) hours straight time pay per occurrence. Call time will be considered as time worked when computing overtime.

Nothing herein shall be construed as a limitation on the Employer's right to schedule overtime as determined by the Chief of Police.

ARTICLE 13 HOLIDAYS

Regular full-time employees, except seasonal, probationary, temporary, and part-time employees, are eligible for the following paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, an additional Christmas Holiday, and one (1) floating holiday.

The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid one and one-half (1 ½) times the employee's straight time rate for all hours worked, plus the paid holiday at said straight time rate.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday, unless prior approval is given for such absence.

An employee on layoff or unpaid leave of absence is not eligible for holiday pay.

If a holiday falls on a regular day off the employee shall receive an additional (8) hour wages or compensatory time.

ARTICLE 14

VACATION

All regular full time employees shall be entitled to vacation as follows:

- 1) Employees with less than one (1) year of full time continuous service shall earn vacation at the rate of four (4) hours per month.
- 2) Employees with less than five (5) years of full time continuous service and more than one (1) year of full time continuous service shall earn vacation at the rate of .84 working days per month.
- 3) Employees with five (5) or more years of full time continuous service shall earn vacation at the rate of 1.25 working days per month.
- 4) Employees with more than fourteen (14) years of full time continuous service shall earn vacation at the rate of 1.67 working days per month.
- 5) An employee would be permitted to "bank" their vacation to twice the amount earned. For example:

VACATION EARNED

2 weeks
3 weeks
4 weeks

TOTAL ACCUMULATION ALLOWED

4 weeks
6 weeks
8 week

The scheduling of vacation leave is dependent upon the judgment and discretion of the Employer. The Employer may require the rescheduling of vacation leave, when in his judgment, it is necessary for the efficient operation of the department. Once vacation time to be taken is approved by the Employer, it can only be changed by agreement with the Employer.

Upon resignation or termination, an employee shall be paid on a pro-rata basis for all unused vacation left at the time of termination; however, employees who are discharged for cause or employees who do not give two (2) weeks advance notice prior to quitting shall forfeit vacation pay.

Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

ARTICLE 15

INSURANCE

The Employer shall maintain for each employee, and the employee's family, if desired, a medical and hospital insurance program, benefits of which are comparable to, but not necessarily identical to, the policy currently provided to all employees and identified as John Deere Health Plan Select. This places all City employees with the same health benefit provisions regarding the selection of a primary care physician. Beginning July 1, 2005 the employee will pay \$20 per month toward the monthly health insurance premium via regular payroll deduction for either single or family coverage, and beginning July 1, 2006 the employee will pay \$25 per month for such coverage.

The City will provide a long-term disability insurance program which will cover 60% of gross earnings, with a two (2) month qualifying period, paid up to the Social Security normal retirement age.

ARTICLE 16
LONGEVITY PAY FOR EMPLOYEES

Permanent full-time employees who have performed satisfactory continuous service for the required number of years shall be eligible to begin receiving longevity pay at the beginning of the payroll period in which the required number of years have been completed. Eligible employees shall receive one percent (1%) of base pay upon completion of five (5) years; two percent (2%) after ten (10) years; three percent (3%) after fifteen (15) years; and four percent (4%) after twenty (20) years. Longevity pay is not to exceed four percent (4%) of employee's base pay.

ARTICLE 17
WAGES
Step System

<u>RANGE</u>	<u>JULY 1, 2005</u>	<u>JULY 1, 2006</u>
10 YEARS	45,827	47,316
6 YEARS	44,027	45,458
5 YEARS	42,484	43,865
4 YEARS	41,006	42,339
3 YEARS	39,592	40,879
2 YEARS	38,243	39,486
1 YEAR	36,936	38,136
BASE	35,672	36,831

*Wage increases shall be effective the first day of that pay period which begins closest to July 1 of each year.

Each employee assigned to serve as Detective, Lead DARE Officer or on the Task Force shall be paid 3.25% above his/her regular rate of pay while so assigned.

Shift differential of \$.20/hr. will be paid for all shifts beginning between the hours of 2:30pm and 11:00pm.

The City may appoint a new Officer above the base rate depending upon experience and qualifications, but not above the two (2) year rate.

ARTICLE 18
UNIFORM ALLOWANCE

The Employer will reimburse each Officer up to \$600 per year to replace worn and/or damaged uniform clothing or articles. Each employee must obtain the prior approval of the Chief and submit a proper billing or receipt showing the items purchased and cost in order to receive payment. Each Officer may select the supplier of such articles.

Plain clothes officer will receive a \$600.00 check, minus normal tax withholding, at the beginning of the fiscal year.

ARTICLE 19
FINALITY AND EFFECT

The AGREEMENT constitutes the entire agreement between the parties and concludes collective bargaining for its term.

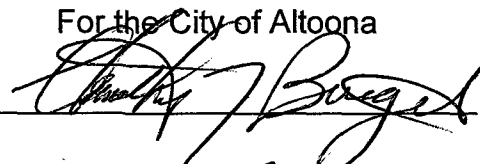
The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Union, for the life of this Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of this Agreement, and agrees that the Employer shall not be obligated to bargain collectively with respect to any subject on matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

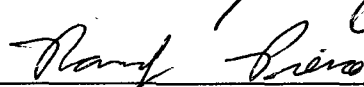
ARTICLE 20
DURATION

THIS AGREEMENT shall be effective from July 1, 2005 and shall continue in full force and effect until expiration on June 30, 2007.

Signed this 4th day of April, 2005.

For the City of Altoona





For Teamsters Local Union 238

